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☐ Individual appearing without attorney Attorney for: Thomas H. Casey, Chapter 7 Trustee	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION	
In re:	CASE NO.: 8:16-bk-14552-TA
GREAT AMERICAN MINT & REFINERY, INC.	CHAPTER: 7
	NOTICE OF SALE OF ESTATE PROPERTY
Delate v/a)	
Debtor(s).	
Sale Date: 06/13/2017	Time: 11:00 am
Location: Courtroom 5B, 411 West Fourth Street, Santa A	na, California 92701
Type of Sale: Private Last date to file objections: 05/30/2017	
	o me objections. 03/30/2017
Description of property to be sold : All personal property of the Debtor, a custom mint refinery. See Exhibit 1 to the Motion filed on May 23, 2017 in the	
above-captioned case for a specific list.	See Exhibit 1 to the Motion flied on May 20, 2017 in the
Terms and conditions of sale : Sale is "as-is, where-is," no representations or warranties of any kind, free and clear of liens and interests pursuant to 11	
U.S.C. section 363(b) and (f) and subject to Bankruptcy Co	·
Proposed sale price: \$ 1,300,000.00	

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any):

See attached.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

June 13, 2017 at 11:00 a.m. Courtroom 5B 411 West Fourth Street Santa Ana, California 92701

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Jeffrey I. Golden
Beth E. Gaschen
LOBEL WEILAND GOLDEN FRIEDMAN LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Telephone: 714-966-1000

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Email: jgolden@lwgfllp.com; bgaschen@lwgfllp.com

Date: 05/23/2017

I. **OVERBID PROCEDURES**

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The Trustee proposes the following procedure to allow for overbids prior to the Court's approval of the Sale of the Property:

- 1. Qualifying bidders ("Qualifying Bidder") shall:
 - Bid at least \$1,400,000 in cash for the Property; a.
 - b. Set forth in writing the terms and conditions of the offer that are at least as favorable to the Trustee as those set forth herein:
 - Be financially qualified, in the Trustee's exercise of his sound C. business judgment, to close the Sale;
 - Submit an offer that does not contain any contingencies to closing the d. Sale, including, but not limited to, financing contingencies;
 - Submit a cash deposit for the Property in the amount of \$200,000 (the e. "Overbid Deposit") payable to Thomas H. Casey, Chapter 7 Trustee for the Bankruptcy Estate of Great American Mint & Refinery, Inc., in the form of a cashier's check, which Overbid Deposit shall be nonrefundable if the bid is deemed to be the Successful Bid. The Overbid Deposit, written offer, and evidence of financial qualification must be delivered to the Trustee's counsel: Lobel Weiland Golden Friedman LLP, Attn: Jeffrey I. Golden/Beth E. Gaschen, 650 Town Center Drive, Suite 950, Costa Mesa, California 92656 no later than 5:00 p.m. the day before the hearing on the Motion currently set for June 13, 2017, at 11:00 a.m.
- 2. At the hearing on the Motion, only the Buyer and any party who is deemed a Qualifying Bidder shall be entitled to bid.
- Any incremental bid in the bidding process shall be at least \$10,000 higher 3. than the prior bid.
- 4. At the conclusion of the Auction, the highest bid shall be deemed the successful bid (the "Successful Bid") and the entity or individual making the

Successful Bid will be the "Successful Bidder." Upon the conclusion of the
Auction, the bidder making the second highest bid may elect to have its bid
be a back-up bid (the "Back-Up Bid") and will be the "Back-Up Bidder."
Within ninety (90) calendar days of the execution of the Agreement, the
Buyer must fund the remainder of the Purchase Price (the "Final Payment").
Only if the Buyer is not the Successful Bidder will the Final Payment not be
due and payable or if made, be refundable. Any other bidder who made the
Successful Bid must pay the entirety of the Successful Bid within fifteen (15)
calendar days of the Effective Date. If the Successful Bidder fails to timely
submit the Final Payment, the Successful Bidder's Deposit will automatically
be forfeited to the Trustee and the Estate as liquidated damages. If the
Successful Bidder fails to make the Final Payment, then the Trustee shall
sell and assign the Assets to the Back-Up Bidder without further court order
in which event the Back-Up Bidder must pay, as the Purchase Price for the
Property, the difference between the Overbid Deposit and the Back-Up Bid,
within fifteen (15) calendar days of being informed in writing that the Final
Payment of the Successful Bidder was not paid. If the Back-Up Bidder fails
to make the Final Payment, then the Back-Up Bidder's Overbid Deposit will
be automatically forfeited to the Trustee and the Estate as liquidated
damages. If the Final Payment is not made by the Buyer, the Successful
Bidder or the Back-Up Bidder, they forfeit all rights to the Property.